

# LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), made as of the \_\_\_ day of \_\_\_\_\_, 2013 by and between Sinclair Properties, LLC a Virginia limited liability company ("Lessor"), and Bristlecone Broadcasting LLC, a Delaware limited liability company ("Lessee").

## **WITNESSETH:**

**WHEREAS**, Lessor operates a 984 foot, plus or minus, (above ground level) multi-unit broadcast tower ("Tower"), together with a building ("Building"), fence, and other improvements on a certain tract of real estate located at Barker Road off of Kinsley Road, Otisco Township, New York, (hereinafter referred to as the "Antenna Site"); and

**WHEREAS**, Lessee is purchasing the assets of WSYT-TV (the "Station"), but not the Antenna Site, from Lessor and related parties pursuant to an Asset Purchase Agreement dated July 12, 2013 (the "APA");

**WHEREAS**, the Station's television antenna is located on the Tower and the parties desire to enter into a an agreement so Lessee can retain its television antenna on the Tower and continue the use of the Building;

**NOW, THEREFORE, IN CONSIDERATION OF** the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Lease Commencement.** The terms of this Lease shall commence, and payment of rent and other performances in accordance with the terms of this Lease shall commence on the Closing Date (as defined in the APA).

## 2. **Description of the Leasehold.**

### 2. **Leased Premises.**

2.01. Lessor hereby leases to Lessee, and Lessee leases from Lessor, with a reasonable right of access thereto the following which shall be defined as the "Leased Premises":

(a) **Space on the Tower** for the purposes of the operation and maintenance of Lessee's equipment as follows: To support Lessee's current transmission antenna as it is as of the date of this Agreement in connection with operation of Lessee's business, as previously disclosed and specifically approved by Lessor. The primary antenna is currently mounted on the Tower and may be moved

upon the consent of the Lessee and Lessor. The location of the antenna and primary transmission line shall be subject to Lessor's approval. The primary transmission line shall not exceed one (1) in number and the number of inches in diameter as it is as of the date of this Agreement;

(b) Space in the Building, if applicable, sufficient for the purpose of installing and housing Lessee's transmission equipment as it is as of the date of this Agreement. Lessee's space in the Building shall be constructed and maintained and any necessary tenant improvements shall be performed at Lessee's sole expense, and all plans and specifications related to Lessee's space are subject to Lessor's prior written approval. Except as otherwise provided for herein below as "Lessee's Property", all tenant improvements, including all fixtures and trade fixtures shall become the property of the Lessor, and shall remain with the "Leased Premises", as defined below, after the Lessee vacates same.

2.02. Lessee's antenna, transmission line, and other equipment shall be and remains Lessee's Property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation of Lessee's Property, including all expenses associated with such installation.

2.03 Lessee, upon prior written request to Lessor, shall have reasonable right of access to the Leased Premises at all times in emergency situations and whenever reasonably necessary for equipment maintenance and repair, provided such access is consistent with the needs of Lessor and other tenants of Lessor.

### **3. Permitted Uses.**

#### **3.01. By Lessee.**

(a) Subject to Lessor's prior written approval and to all appropriate government approvals, including the Federal Communications Commission ("FCC"), the Leased Premises may be used only for television and/or radio transmitting and/or general single, or two-way types of communication equipment as specifically disclosed and requested in writing by Lessee prior to the signing hereof and for no other operations. Such operations, as have been approved by Lessor in writing, shall be conducted in accordance with the standards imposed by the Lessor, the FCC, and any other governmental body with authority over such transmission and operations.

(b) Except as expressly permitted by this Lease and unless prior written approval of Lessor has been given, Lessee shall not construct or make any improvements or install any equipment on the Leased Premises. Lessee's Tower and Building space, interior and exterior equipment, and all other improvements shall be maintained in an orderly and professional manner.

#### **3.02. By Lessor.**

(a) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor reserves the right to use the Tower, at its own expense, as it sees fit; to, among other things, change the wiring and location of any of Lessee's equipment (including any transmission wires) pertaining thereto; and to fasten additional equipment thereto for any purpose, including the right to install transmitting and/or receiving antennas of others.

(b) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself or lease to others the remainder of the Antenna Site, space on the Tower or in the Building constructed by Lessor for any purpose, including, but not limited to; any kind of broadcasting or communication using XM transmissions.

(c) Lessor shall have no liability for any action or omission taken upon reasonable reliance on recommendation of its engineering personnel.

(d) Lessor also reserves the right to erect one (1) or more towers on the Tower Site. If another tower is erected, Lessor may require, at Lessee's expense, relocation of its antenna and transmission line to the new tower; provided, Lessee shall have the right to terminate this Lease by written notice to Lessor (specifying a termination date that is not more than twelve (12) months after Lessee has been notified of such required relocation) given within 60 days of being notified of any such required relocation; provided further, unless such relocation will not provide Lessee with substantially the same signal coverage as is provided by its antenna prior to such relocation, Lessor shall have the right to reject such termination notice (and render it void) by agreeing within 30 days of receiving such termination notice, to bear the expense of such relocation.

#### 4. **Term.**

4.01. **Term.** This Lease shall have an initial term of ten (10) years from the date established in Paragraph 1.01 hereof. The term of this Lease shall be renewed for two (2) additional and consecutive terms of five (5) years each upon written notice from Lessee to Lessor as set forth in this paragraph. If Lessee gives written notice of renewal to Lessor not less than ninety (90) days prior to the expiration of the initial term of this Lease (or any extension term, as the case may be) to the effect that Lessee wishwa to extend the terms of this Lease for any additional period, then this Lease shall be automatically extended for such period. If Lessor gives written notice to Lessee not less than one hundred eighty (180) days prior to the expiration of the initial term of this Lease (or any extension term, as the case may be) to the effect that Lessor does not wish to extend the terms of this Lease for any additional period, then this Lease shall terminate and expire at the end of the then existing Lease term (either the initial term, or any extension term, as the case may be). In the event Lessee, for

whatever reason, fails to give such written notice of renewal pursuant to this Section 4.01, this Lease shall be cancelled at the end of the existing terms.

## **5. Rent.**

5.01. **Rental.** In order to secure the Lessee's performance hereunder, a security deposit of [REDACTED] shall be required of Lessee. Said security deposit is to be paid, along with the first month's rent. Providing that the Leased Premises is left in good condition and repair, reasonable wear and tear excepted, and no other obligations are owed by the Lessee to the Lessor, said security deposit shall be returned to the Lessee within thirty (30) days after the expiration of the tenancy; otherwise, said security deposit shall be applied against any unpaid obligations of the Lessee to Lessor or any repairs to said Leased Premises necessitated by Lessee's failure to surrender the Leased Premises in good condition and repair as provided for herein. Any application of the security deposit or any portion thereof by Lessor shall not be considered liquidated damages, nor shall it in any way relieve Lessee from the responsibility to pay any additional sums to Lessor for any other obligations owed or for the repair of the Leased Premises occasioned by the failure to surrender the Leased Premises in good condition and repair.

Lessee shall pay rent of [REDACTED] per year, payable in equal and successive monthly installments in advance of [REDACTED], beginning with the Commencement Date and continuing thereafter on the first day of each month during the term of this Lease, such rental payments to be made without any setoff or deduction whatsoever. This rent includes utilities consumed by the Lessee's equipment listed in Paragraphs 2.01 (a) and 2.01 (b).

The rent stated herein shall be increased beginning with the second (2nd) year of the Lease term and each and every year thereafter in order to reflect a [REDACTED] annual increase .

5.02. **Payment of Rentals.** Unless otherwise specified herein, monetary rentals to be paid hereunder shall be paid monthly in lawful money of the United States of America and shall be paid in advance on the first day of each month during the term of this Lease by Lessee by mailing payment to Lessor at Sinclair Television Company, Inc. 10706 Beaver Dam Road Hunt Valley, MD 21030, or to such other person or address as Lessor may in writing direct.

5.03. **Electricity and Other Utilities.** Lessee shall obtain and pay for utilities, including electric and telephone service, in connection with its use of the Lessee's use of the Leased Premises.

## **6. Authority.**

6.01. **Quiet Enjoyment.** Lessor represents and warrants that it has the authority to enter into this Lease, and covenants and agrees that Lessee, upon paying the rents described herein and observing and keeping the covenants, agreements, and stipulations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably, and quietly hold, occupy, and enjoy the Leased Premises, and all other rights and privileges granted herein, without hindrance, eviction, or molestation by Lessor.

6.02. **Lessee's Approval.** If Lessee is a corporation, Lessee represents and warrants that it has the full corporate power and authority to enter into and perform this Lease. If Lessee is a Partnership, it shall supply the Lessor with all appropriate verification of its authority to enter into this Lease. In any event, any and all corporate or partnership resolutions, encumbrance certificates, etc., shall be supplied by Lessee upon the request of Lessor.

## **7. Permits.**

7.01. **Permits.** If necessary, Lessee shall obtain, at its own expense, any and all necessary licenses or permits (including building permits, if necessary) from such governmental authorities as shall have jurisdiction in connection with the (a) leasehold improvements; (b) the operations, installation, repair, alteration, or replacement of Lessee's equipment (including, without limitation, Lessee's antenna and transmission and/or receiving equipment); or (c) with any of Lessee's activities thereon or contemplated by this Lease. Lessee shall furnish Lessor with copies of same, and shall abide by the terms and provisions of such licenses and permits. If, for any reason, any governmental authority should fail to issue, extend, or renew a license or permit to Lessee to begin or continue use of the Tower for television and/or radio broadcast and/or receiving purposes, or should prohibit the use of the Tower for such purposes so that the purpose of this Lease is substantially frustrated, then, and in that event, this Lease shall terminate. This Lease shall terminate in its entirety if Lessee is unable to use the Tower due to failure to acquire, or loss of, such license or permit. In the event of termination of this Lease in its entirety due to such failure to acquire, or loss of, such license or permit, if such failure or loss has occurred through no fault or act (or failure to act) on the part of Lessee, then Lessee shall be relieved of any further obligations to make rental payments for any period after the date of termination of this Lease, and (subject to offset or withholding by Lessor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination) Lessee shall be entitled to a refund of any advance rentals which it has paid out in proportion to the period of the Lease through such date of termination. In the event that Lessee's failure to acquire, or loss of, its license or permit is due to any fault or act (or failure to act) on the part of Lessee, then Lessee shall not be entitled to any refund of rental payments previously made, and Lessee shall continue with all contractual obligations to make Lease payments or to perform any of its other rental obligations through the end of the term of the Agreement.

## **8. Maintenance of Leased Premises and Lessee's Property.**

### **8.01. During Term of Lease.**

(a) Lessee, at its own cost and expense, shall maintain and repair its antenna, related equipment, transmission lines, transmitters, and other equipment. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over the Lessee and its property, including, without limitation, any rules, regulations, or guidelines of the FCC implementing the National Environmental Policy Act of 1969 pertaining to electromagnetic or radiofrequency radiation ("RF Emissions"). This Lease shall terminate in its entirety if Lessee's equipment is determined to be source of RF Emissions and Lessee fails to minimize such RF Emissions to an acceptable degree within the earlier of the time established by (i) the FCC and (ii) Lessor. Lessee shall take all reasonable precautions to avoid interference or hindrance to and with the operations of Lessor or any other tenant or user of the Tower and Antenna Site or any other broadcaster. In this regard, Lessee agrees to eliminate, without cost to Lessor, any interference or hindrance to Lessor's operation, the operation of other tenants, and the operation of any other broadcast facility. Maintenance and repair of Lessee's Property shall be performed only by a reputable contractor and in accordance with the provisions of subsections (d), (e), and (f) hereof.

(b) Lessor retains the right to inspect the property and equipment of Lessee at any time during the term of this Lease. In the event that Lessor, in its sole discretion, determines in good faith that Lessee has not maintained Lessee's Property and equipment in good order and repair according to industry standards, and that such repairs are necessary for the safety of the Tower, the Building, or the prevention of interference with Lessor or any other user of the Tower or any other broadcaster, Lessor may, at its option, make such emergency repairs as it deems reasonably necessary, and any amount expended by Lessor therefor shall be reimbursed to it by Lessee immediately upon presentation of a statement and shall be deemed additional rent. Lessor shall not be liable for inconvenience, disturbance, loss of business, or other damage to Lessee by reason of repairing the property and equipment of Lessee which Lessee has failed to properly maintain.

(c) With respect to the non-emergency repairs which Lessor, in its reasonable discretion, determines are required to maintain Lessee's Property and equipment in good order, Lessor shall so notify Lessee in writing, specifying the maintenance and repairs and the reason for such maintenance and repairs required to

be performed by Lessee. In the event that, within ten (10) days following such written notice, Lessee shall not have performed such maintenance and repairs, or advised Lessor as to why such maintenance and repairs are not necessary to maintain Lessee's Property and equipment in good order, Lessor may, at its sole option, make such repairs Lessor advised Lessee in writing were required and Lessee did not object to such repairs, and any amount expended by Lessor therefor shall be deemed additional rent. Lessor shall not be liable for inconvenience, disturbance, loss of business, or other damage to Lessee by reason of repairing the property and equipment of Lessee which Lessee has failed to properly maintain.

(d) No work (including electrical work) will be performed by Lessee in connection with the installation, alteration, maintenance, repair, or removal of any of Lessee's equipment and the transmission lines on the Tower or in Leased Premises unless Lessee submits to Lessor a copy of the proposed contract and also detailed plans and specifications of the work to be done, and both the contract and the plans and specifications have been approved in writing by Lessor.

(e) For any work to be performed by or on behalf of Lessee in connection with the installation, alteration, maintenance, repair, or removal of any equipment on the Tower (including any ascension of the Tower), the Leased Premises, or in or about the Antenna Site, Lessee may only employ a contractor who has been approved in writing and in advance by Lessor. Lessor agrees that it will not unreasonably withhold its approval of any contractor who has the requisite experience and financial qualifications and who will, at the sole option of Lessor, provide a bond to cover any work which it has been retained to perform. Lessor agrees to consult on call in any emergency situation and immediately give its approval or disapproval.

(f) All work by or on behalf of Lessee shall be carried out (i) in a good and workmanlike manner; (ii) in accordance with established engineering standards and public ordinances, rules, and regulations applicable to such work, including, without limitation, any rules, regulations, or guidelines of the FCC implementing the National Environmental Policy Act of 1969, pertaining to electromagnetic or radiofrequency radiation; (iii) in accordance with plans and specifications, including mechanical and electrical drawings, which have been submitted to and approved in writing and in advance by Lessor; and (iv) in accordance with Lessor's security procedures with respect to protection of the Antenna Site.

(g) Notwithstanding the receipt of the approvals by Lessor as required in this paragraph, Lessee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Lessor under this Lease.

(h) In the event that any notice of lien or lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Lessee, the same shall be dismissed, withdrawn, or

discharged by Lessee within thirty (30) days thereafter at Lessee's expense; and if Lessee shall fail to take such action as shall cause such lien to be discharged within thirty (30) days, Lessor may, at its option, discharge the same by deposit or by bonding proceedings. Lessor may require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Lessor shall give immediate notice to Lessee of such pending action or proceeding so that Lessee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Lessee, a judgment is recovered on the claim, Lessor, at its sole option, may pay the judgment. Any amount paid or expense incurred or sum of money paid by Lessor (including attorney's fees) by reason of the failure of Lessee to comply with the foregoing provisions of this paragraph, or in defending any such action, shall be paid to Lessor by Lessee, and shall be treated as additional rent hereunder.

**8.02. At Expiration or Termination.** At the expiration or termination of this Lease, Lessee shall promptly surrender possession of the Leased Premises to Lessor in as good a condition as the same were received at the commencement of the term, reasonable wear and tear excepted.

**9. Use and Maintenance of Common Premises.**

**9.01. Use of Common Premises.** Lessee, at its own risk, shall have the right to use in common with Lessor and its licensees, invitees, and other tenants, and in connection with Lessee's permissible activities and operations (a) the primary access road on the Antenna Site from the public highway to the Tower and Building; (b) any parking lot constructed by Lessor on the Antenna Site; and (c) all common areas in the Building housing the Lessee's Space.

**9.02. Maintenance of Common Premises.** Lessor shall maintain the exterior of the Building and the fence around the Tower and Building in good repair. Lessee shall comply with any security policies established from time to time by Lessor.

Lessor assumes the obligation and responsibility for complying with the requirements of the FCC regarding obstruction, marking and lighting of the Tower.

Lessor shall maintain the Tower and support systems in good repair and in good operating condition in accordance with the requirements of governmental authorities.

In the event that Lessor determines that repairs, alterations, or improvements are necessary or desirable to the Tower or the Building constructed by Lessor on the Antenna Site, any common areas, or the leased spaces of other tenants, Lessor may, upon reasonable notice (except for emergency situations), close entrance doors, common areas, drive-ways, rights-of-way, service areas, parking areas, or any other facilities at its discretion without being liable to Lessee. So long as the closing of entrances, doors, common areas, parking areas, or other facilities for the making of the



repairs, alterations, or improvements described herein shall not have a material adverse effect on the Lessee's use of the Leased Premises, such closings shall not constitute an eviction of Lessee or be grounds for termination of this Lease or the withholding of any rental payments or other payments or performances required to be paid or made by Lessee under the terms hereof. So long as the closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations, or improvements described herein shall not have a material adverse effect on the Lessee's use of the Leased Premises Lessee shall not be entitled to terminate this Lease nor shall it be entitled to compensation for any loss or damage it may sustain (including loss of use, loss of advertising/sponsorship revenues, and consequential damages) by reason of such changes or alterations.

9.03. **Maintenance Standards.** At all times during the term of this Lease, Lessee shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of the Federal Communications Commission ("FCC") and the standards of manufacturers of the equipment including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (b) maintain and operate its equipment in accordance with good engineering practice; and (c) employ "state of the art" equipment (although "state of the art" equipment shall not be construed necessarily to require the use of the most recent technical innovations).

**10. Environmental Matters.** Lessor hereby represents to Lessee that to the knowledge of the Lessor, (a) Lessor has not received any request for information, order, complaint or penalty, and, to Lessor's knowledge, no action has been brought by any governmental authority alleging a material violation of, or liability under, any Environmental Laws with respect to the Premises; and (b) Lessor is in compliance with Environmental Laws in all material respects. For purposes of this Section 11, the term "Environmental Laws: shall mean any law whether local, state, or federal relating to: (a) releases or threatened releases of hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local laws ("Hazardous Materials") into the environment; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

**10. Alterations by Lessee.**

10.01. **Alterations.** Lessee may have the right, at its own expense, to make such changes and alterations in the Lessee's Property situated on the Tower, subject to Paragraph 8.01 and Paragraph 11 hereof, as its operations may require, including the renovation, replacement, or removal of its antenna; provided, however, that such changes or alterations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over Lessee; and provided further, that plans and specifications are first submitted to and approved in writing by Lessor. Lessee shall make no changes in the equipment or equipment position without such approval, and Lessor shall not unreasonably fail to give such approval.

This Lease is based upon carefully computed tower loading capacity. If any change proposed by Lessee in the type, location, or positioning of Lessee's Property should, in Lessor's judgment, require a computer or other type of feasibility study to determine Tower loading capacity, such study shall be performed by an engineer chosen by Lessor, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Lessor in determining the feasibility of any proposed change or alteration in the type, location, or positioning of Lessee's Property shall be borne entirely by Lessee.

## 11. **Interference.**

11.01. **Preliminary Steps to Avoid Interference.** Before Lessee shall make any installation on the Leased Premises or on the Tower, notification of the particulars of such proposed installation shall be submitted to Lessor and any other tenants or users of Tower space whose names and addresses are supplied to Lessee by Lessor, and Lessor and such other users will be requested to advise, in writing, Lessee and Lessor, as applicable, within fifteen (15) days after receipt of such notification, whether they have any objections thereto on the grounds that objectionable interference may result. If Lessor or any other user shall object within this period to such plans and Lessee is unwilling to alter its plans to meet the objections, the dispute shall be submitted to an independent professional engineer chosen by Lessor and agreed to by Lessee. In the event Lessor and Lessee shall not agree on an independent professional engineer, each of Lessor and Lessee shall submit the dispute to an engineer of their choosing and provide the other with the name of such engineer. In the event the engineer chosen the Lessee and the engineer chosen by the Lessor are not in agreement, a third engineer shall be chosen by the engineer chosen by the Lessee and the engineer chosen by the Lessor and, and such third engineer's decision shall be final and binding upon all parties. The cost of any such studies if there is only one engineer shall be borne by Lessee. In the event the Lessor and the Lessee each engage an independent engineer, each of the Lessor and the Lessee shall pay the cost of such engineer hired by such party. In the event a third engineer is required, the cost of any such studies by such engineer shall be shared equally by the Lessor and the Lessee.

**11.02. Interference with Lessor, Lessee, or Others.**

Notwithstanding the provisions of Paragraph 11.01, should any change in the facilities or mode of operation of Lessee or Lessee's failure to comply with the Maintenance Standards, as defined in Paragraph 11.05, cause any objectionable electrical or physical interference (including interference from any other structure erected on the Antenna Site) to the television and/or radio broadcasting and/or receiving operations of any other tenant, then, immediately upon notification of such interference, Lessee, at its sole expense, will take such steps as may be reasonably required to correct such interference, including, but not limited to, changing frequency, ceasing transmission, reducing power, and/or the installation of any filters or other equipment, provided that, if such interference is caused by the failure of any other lessee suffering the interference to comply with the Maintenance Standards, as defined in Paragraph 11.05, then the other tenant suffering the interference will, at its sole expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Paragraph 11.02, shall be submitted to an independent professional engineer chosen by Lessor, and agreed to by Lessee. In the event Lessor and Lessee shall not agree on an independent professional engineer, each of Lessor and Lessee shall submit the dispute to an engineer of their choosing and provide the other with the name of such engineer. In the event the engineer chosen the Lessee and the engineer chosen by the Lessor are not in agreement, a third engineer shall be chosen by the engineer chosen by the Lessee and the engineer chosen by the Lessor and, and such third engineer's decision shall be final and binding upon all parties. If such interference is found to be caused by such changed facilities or operation, the fees and charges of the engineer or engineers to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or operations, the fees and charges of the engineer or engineers to whom the dispute is referred shall be borne by the objecting party. Lessor shall insert such language in all subsequent leases and/or agreements to lease space at the Antenna Site.

**11.03. Interference by Other User.** Any subsequent agreement under which Lessor allows any other person to occupy any portion of the Tower, Building, or Antenna Site shall provide that, should the installation, operation, or maintenance of the equipment or the activities of such other person cause any objectionable interference with the operations of Lessor or Lessee, then, immediately upon notification of such interference, such other tenant or user, at its sole expense, will take such steps as may be reasonably necessary to correct such interference, including, but not limited to, changing frequency, ceasing transmission, reducing power, and/or the installation of any filter or other equipment, provided that if such interference is caused by the failure of any other tenant to comply with the Maintenance Standards, as defined in Paragraph 11.05, such other tenant will, at its sole expense, comply with such Maintenance Standards. To the best of its ability, Lessor shall not permit any operations by other tenants, the effect of which would be to prohibit Lessee from

operating in the manner contemplated herein, without the prior written consent of Lessee. Lessor shall have no liability for any action or omission taken upon reasonable reliance on the recommendation of qualified engineering personnel. Lessor shall insert such language in all subsequent leases and/or agreements to lease space at the Antenna Site.

11.04. **Interference with Subsequent Users.** Should the equipment of Lessee or its operations cause any objectionable interference with the broadcasting operations of a subsequent tenant or user of the Antenna Site or Building (i.e., any person who commences broadcasting or other operations from the Antenna Site after the Lessee begins its broadcasting operations from the Antenna Site), then, upon notification of such interference, Lessee will take such steps as may be reasonably required to correct such interference, provided that the same shall be at the sole cost and expense of the subsequent user; provided that, if Lessee is not in compliance with Maintenance Standards, as defined in Paragraph 11.05, Lessee will take such steps as may be necessary, at its own cost and expense, to comply with such Maintenance Standards.

11.05. **Definition of "Maintenance Standards"**. For the purposes of this Lease, compliance with "Maintenance Standards" shall mean that Lessee and any other tenant shall (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, and guidelines of the FCC, and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with good engineering practice; and (c) employ "state of the art" equipment (although "state of the art" equipment shall not be construed necessarily to require the use of the most recent technical innovations).

12. **Intentionally deleted.**

13. **Taxes.**

13.01. **Payment of Taxes.** Lessor shall pay all real estate taxes, assessments, or levies assessed or imposed against the Antenna Site (including the Leased Premises), and all taxes which may be assessed against the Tower and any buildings thereon. Lessee shall pay all personal property or other taxes assessed or imposed on Lessee's Property, and shall cooperate with Lessor to ensure that such property is properly separated from that of Lessor or other tenants for assessment purposes.

14. **Insurance.**

14.01. **Public Liability.** Lessee shall procure and maintain comprehensive public liability insurance, naming Lessor as an additional insured as its interests shall appear, covering all of Lessee's operations and activities on the Leased Premises, including but not limited to, the operations of contractors and subcontractors

and the operation of vehicles and equipment (including the Tower elevator), with limits of liability for the term of this Lease of not less than Five Million Dollars (\$5,000,000.00) in the aggregate for personal injury or death in any occurrence and not less than Five Million Dollars (\$5,000,000.00) to cover property damage, with a liability umbrella of not less than One Million Dollars (\$1,000,000.00). Certificates evidencing such insurance shall be furnished to Lessor upon its request. The amounts specified hereunder shall be revised every five (5) years to such years to such amounts as Lessor may reasonably require upon the advice of its insurance consultants.

14.02. **Contractor Liability.** Lessee shall also cause the contractors erecting, installing, or maintaining Lessee's Property or performing any other work for Lessee on the Antenna Site to procure reasonable public liability insurance acceptable to Lessor and naming the Lessee and Lessor as named insureds, using endorsement Form CG2037 or its equivalent providing Completed Operations coverage. Certificates evidencing such insurance shall be furnished to Lessor in advance of any work being performed.

14.03. **Tower and Building Insurance.** Lessor shall procure and maintain physical damage insurance on the Tower and Building in an amount sufficient to repair or replace the Tower and Building, with such coverage to be on an "All Risks" basis, generally, as deemed reasonable by Lessor, in its sole discretion. Lessor's coverage shall not extend to any of Lessee's Property, and Lessee shall be solely responsible for its insurance on such equipment and personal property, together with business interruption insurance.

14.04. **Tower and/or Building Damage.** In the event that the Tower and/or Building is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft, or other vehicle damage or other casualty covered by insurance, Lessor shall promptly reconstruct or repair the Tower and/or Building to such good condition as existed before the destruction or damage, and give possession to Lessee of substantially the same space leased hereunder. If the Tower and/or Building is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse, or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antenna, then Lessor may remove any such antenna and interrupt the signal activity of Lessee, but will use its reasonable efforts to have the antenna replaced as soon as reasonably possible. Lessor agrees to provide Lessee alternative space, if available, on the Tower and/or in the Building during such reconstruction/repair period. If such space is not available, then Lessee shall be responsible for procuring its own alternative space. No monetary or other rental shall be due pursuant to the terms of this Lease for such time as Lessee is unable to conduct its broadcasting activities on the Tower without significant diminution of signal quality as a result of such total or partial destruction or damage or need of repair, and Lessor shall refund to Lessee any rent paid in advance for such time. Should Lessor not replace the Tower and/or Building within two (2) years of the date of destruction, or repair the same within such

shorter time period after the casualty as may be reasonable, then Lessee, upon thirty (30) days' written notice to Lessor, may terminate this Lease, provided Lessee makes such election within one hundred twenty (120) days prior to the expiration of said repair or replacement period. Lessee agrees that it shall maintain adequate business interruption insurance at all times during the term of this Lease to adequately protect it from any interruption of signal activities due to Tower and/or Building damage (including costs of reinstallation of its equipment and lines), and Lessor shall have no liability on account of such business interruption or reinstallation costs due to damage or destruction under this paragraph.

15. **Eminent Domain.** In the event that all of the Antenna Site (or any portion of the Antenna Site necessary for the Tower, guy wires, or other appurtenances necessary to Lessee's broadcasting operations) is acquired or transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligation of the parties under this Lease shall be terminated as of the date of acquisition or transfer. Lessor shall be entitled to the entire condemnation award. If Lessor determines to build a new tower as a replacement for the Tower on the condemned property, Lessor agrees to provide space on the new tower reasonably comparable to the space leased to Lessee pursuant to this Lease on terms reasonably equivalent to the terms of this Lease.

In the event that this Lease is terminated due to eminent domain proceedings, then Lessee shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this Lease; and subject to offset or withholding by Lessor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Lessee shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the Lease through such date of termination.

16. **Successors and Assignment.**

16.01. **Successors.** All rights and liabilities herein given to or imposed upon the respective parties shall, to the extent that such are assignable, extend to and bind the several and respective successors and assigns of the parties.

16.02. **Assignment.** Lessee shall not assign, sublet, or transfer this Lease or any interest herein, or permit or allow through any act or default of itself, or of any other person, any transfer hereof by operation of law or otherwise without the prior written consent of Lessor.

Lessor may assign or transfer this Lease without the consent of Lessee, but shall promptly notify Lessee in writing following any transfer or assignment.

**17. Right to Remove Lessee's Property in Event of Termination.** In the event either party elects to terminate this Lease in accordance with the provisions herein or at the expiration of the term hereof, Lessee shall have the right to remove Lessee's Property, except any fixtures (it being specifically understood and agreed that Lessee's antenna, transmitters, transmission line, and similar broadcasting equipment shall not be deemed fixtures) on the Leased Premises within thirty (30) days of such termination. Such removal shall be conducted in accordance with Paragraph 8.01 hereof. Lessee shall promptly repair any and all damage caused by such removal. Any of Lessee's Property remaining on the Leased Premises after the expiration of the thirty (30) day period shall be deemed to be the property of Lessor, which Lessor may have removed at Lessee's expense.

**18. Lessor's Protection.**

**18.01. Default by Lessee.** If Lessee shall default in making any payment herein provided for and any such default shall continue for a period of five (5) days after Lessee has received written notice from Lessor, or if Lessee shall default in the performance of any obligation of Lessee herein (other than as to payment of money) and any such default shall continue for a period of thirty (30) days after written notice to Lessee, or if Lessee shall be working to cure such default, such longer period as may be required for such cure, or if the Leased Premises or any part thereof shall be abandoned for a period of thirty (30) days or longer, or if Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any Amendment thereto hereafter made, seeking to effect its reorganization or a composition or arrangement with its creditors, or if, in any proceedings based on the insolvency of Lessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Lessee or the Leased Premises and such proceedings shall not be dismissed within sixty (60) days, or if any proceedings shall be commenced for the reorganization of Lessee and such proceedings shall not be dismissed within sixty (60) days, or if the leasehold estate created hereby shall be taken on execution or by any process of law, then Lessor may, at its option, terminate this Lease without notice, and declare all amounts due or to become due hereunder immediately due and payable, and Lessor's employees, agents or contractors may immediately, or any time thereafter, reenter the Leased Premises by reasonably necessary force, summary proceedings, or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution, or damage therefor, and Lessee hereby expressly waives the service of any notice in writing of intention to reenter said Leased Premises. Lessor may, in addition to any other remedy provided by law or permitted herein, at its option, relet the Leased Premises (or any part thereof) on behalf of Lessee, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and, second, to the payment of the costs of placing the premises in rentable condition, including any leasing commission, and, third, to the payment of rent due hereunder, and any other damages or expenses due to Lessor. Any surplus remaining thereafter shall be paid to Lessee, and Lessee

shall remain liable for any deficiency in rental, the amount of which deficiency shall be paid upon demand therefor to Lessor.

Should Lessor reenter and terminate according to the provisions of this subparagraph, Lessor may remove and store the Lessee's Property at the expense and for the account of Lessee. Alternatively, Lessor may sell, or cause to be sold, Lessee's Property at public sale to the highest bidder for cash, and remove from the proceeds of such sale any rent or other payment then due Lessor under this Lease. Any disposition of the Lessee's Property pursuant thereto shall be made in a manner that is commercially reasonable within the meaning of the Uniform Commercial Code as in effect in the State of Maryland at the time of such disposition.

19. **Indemnification.** Each party warrants and represents that it has the authority to enter into this Lease and to grant the rights it grants hereunder, and that performance of its obligations pursuant to this Lease will not violate the rights of any third party whatsoever. Lessee agrees to indemnify and defend Lessor against any claim for damages, losses, liabilities, costs, or expenses, including reasonable attorney's fees, arising (a) out of any breach by Lessee of its warranties, representations, or covenants under this Lease; (b) out of the use, management, or occupancy of the Leased Premises by Lessee, its agents, or invitees; (c) out of any acts, omissions, neglect, or fault of Lessee, its agents, servants, employees, licensees, or invitees; (d) out of failure of Lessee to comply with any laws, statutes, ordinances, or regulations; (e) out of Lessee's failure to maintain equipment in proper working order; and (f) out of Lessee's failure to comply with any of its other obligations under the terms of this Lease.

Lessor will indemnify and defend Lessee against any claim for damages, losses, liabilities, costs, or expenses, including reasonable attorney's fees, arising (a) out of any breach by Lessor of its warranties, representations, or covenants under this Lease; (b) out of any acts, omissions, neglect, or fault of Lessor, its agents, servants, employees, licensees, or invitees; (c) out of failure of Lessor to comply with any laws, statutes, ordinances, or regulations; (d) out of Lessor's failure to maintain the common areas in proper working order; and (e) out of Lessor's failure to comply with any of its other obligations under the terms of this Lease.

Any party seeking indemnification hereunder ("Indemnified Party") shall provide the other party ("Indemnifying Party") reasonably prompt notice of known claims giving rise to any claim for indemnity, and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations, or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested without charge.



## **20. Estoppel Certificate, Attornment, and Subordination.**

20.01. **Estoppel Certificate.** Within ten (10) days after Lessor's request, Lessee shall deliver, executed in recordable form, a declaration to any person designated by Lessor (a) ratifying this Lease; (b) stating the commencement and termination dates; and (c) certifying (i) that this Lease is in full force and effect, and has not been assigned, modified, supplemented, or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Lessor have been satisfied (stating exceptions, if any); (iii) that no defenses or offsets against the enforcement of this Lease by Lessor exist (or stating those claimed); (iv) advance rent, if any, paid by Lessee; (v) the date to which rent has been paid; (vi) the amount of security deposited with Lessor (if hereafter applicable for any reason); and (vii) such other information as Lessor reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

20.02. **Attornment.** Lessee shall, in the event of a sale or assignment of Lessor's interest in the Leased Premises, the Tower, or the Antenna Site, or, if the Leased Premises or such Tower, Building, or Site comes into the hands of any Trustee under a Deed of Trust or a mortgagee or any other person, whether because of a foreclosure, exercise of a power of sale under a mortgage or Deed of Trust, or otherwise, attorn to the purchaser or such mortgagee, Trustee, or other person, and recognize the same as Lessor hereunder. Lessee shall execute at Lessor's request any attornment agreement reasonably required by any mortgagee, Trustee, or other such person to be executed containing such provisions as such mortgagee, Trustee, or other person reasonably requires.

20.03. **Subordination of Lease.** It is agreed that the rights of Lessee hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or Deed of Trust placed upon the Leased Premises and/or Antenna Site by Lessor during or before the term of this Lease; and if requested by Lessor, Lessee will execute a Subordination Agreement. The Lessor shall use its reasonable efforts to cause any and all mortgages or Deeds of Trust executed by Lessor to contain a provision to the effect that so long as Lessee is not in default under this Lease or any renewal thereof, no foreclosure or any other proceeding in respect thereof shall divest, impair, modify, abrogate, or otherwise adversely affect any interests or rights whatsoever of Lessee under this Lease.

20.04. **Failure to Execute Instruments.** Lessee's failure, without good and reasonable cause, to execute instruments or certificates provided for in this Paragraph 20, within thirty (30) days after the mailing by Lessor of a written request, shall be a default under this Lease.

## **21. Miscellaneous.**

21.01. **Relationship of Parties.** Nothing contained herein and no acts of the parties shall be deemed or construed as creating any relationship between the parties other than the relationship of Lessor and Lessee or landlord and tenant.

21.02. **Governing Law.** This Lease shall be governed and construed and enforced in accordance with the laws of the State of New York.

21.03. **Captions.** The captions contained in this Lease are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Lease.

21.04. **Amendments.** This Lease may be amended or modified only by written instrument mutually agreed and executed by the parties.

21.05. **Interest and Attorney's Fees.** All sums becoming due or payable under this Lease, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of [REDACTED] per annum (or at such lesser rate that is the maximum permitted by applicable law) from thirty (30) days after the date such sums become due or payable, or, in the event one of the parties expends money because of a default by the other, from thirty (30) days after the date the defaulting party received written notice that such money was expended. The prevailing party shall be entitled to its reasonable attorney's fees to collect any payment or to compel any performance ultimately held to be due under the provisions of this Lease.

21.06. **Brokers and Third Parties.** Each party represents that it has not had dealings with any real estate broker or other person who may claim a commission or finder's fee with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other person with whom the indemnifying party has or purportedly has dealt.

21.07. **Notices.** Any notices or other communications hereunder shall be in writing; and if to Lessor, shall be addressed to Sinclair Properties, LLC c/o Sinclair Broadcast Group, Inc. 10706 Beaver Dam Road, Cockeysville, Maryland 21030,er, with a copy to Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, Maryland 21030, Attention: General Counsel; and if to Lessee, shall be addressed to Bristlecone Broadcasting 2111 University Park Drive, Suite 650, Okemos, Michigan 48864 Attn President and shall be effective when delivered in person or mailed by overnight or certified mail, return-receipt requested, to these addresses, or to such other persons and addresses as may be specified from time to time in writing.

21.08. **Waiver.** It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance, and shall not be

deemed to waive any other breaches of such covenant or any provision herein contained.

21.09. **Accord and Satisfaction.** No receipt of money by Lessor after the termination of this Lease or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this Lease or affects any such notice or suit.

21.10. **Limitation of Liability.** Lessor shall not be liable or responsible to Lessee or to anyone claiming under or through Lessee for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower, Building, or Antenna Site, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice, or materials falling from the Tower, or the malfunction of any utility, facility, or installation, or by reason of any other existing condition or defect in the Leased Premises; nor shall Lessor be liable or responsible to Lessee for any injury or damage suffered by Lessee and allegedly caused by technical interference with Lessee's operations, by the activities of any other tenants or users of the Tower, Building, and Antenna Site, or any other broadcasters. Except for Lessor's own negligent or intentional or willful acts, Lessor shall not be liable to Lessee, or to any other person for property damage or personal injury, including death, and then Lessor shall be liable only to the extent of repairing any property of Lessee which might have been damaged. Lessor shall not be liable under any circumstances for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by Lessee.

21.11. **Partial Invalidity.** The invalidity of any provision, clause, or phrase contained in this Lease shall not serve to render the balance of this Lease ineffective or void; and the same shall be construed as if such had not been herein set forth.

21.12. **Documentary Stamps.** Lessee shall bear the cost of any documentary stamps occasioned by this Lease should it wish to record this Lease.

21.13. **Rules and Regulations.** Lessor may from time to time issue such rules and regulations in writing which it might consider necessary and desirable. Lessee agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Lessee's use and occupancy of the Leased Premises or conflict with this Lease.

21.14. **Force Majeure.** Lessor assumes no responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage.

Lessor furthermore assumes no responsibility for losses or damages caused by any person other than employees of Lessor. In the event that Lessor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood, or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees, agents or invitees of Lessor, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

21.15. **Entire Agreement.** This Lease constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous offers, negotiations, and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this Lease.

(signatures on the following page)

**IN WITNESS WHEREOF**, the parties have below set their respective hands and seals, as of the day and year first above written.

ATTEST:

LESSOR:

Sinclair Properties, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: David R. Bochenek  
Its: Authorized Signatory

LESSEE:

Bristlecone Broadcasting LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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